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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - De:
DESBOIS, SYLVAIN
NATIONAL CAPITAL REGION
REGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-980-4981
FAX:

Accounting Office Code / Code du bureau comptable: 19024

Requisition No. - Demande: Ord. Off. - Bur. demand. 19024 Yr. - An. 15 Seq. No. - N° de série 9344

Page: 1 of / de 11

Destination:
INTERNAL AUDIT BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE GRAVELLE (613-670-6429)
99 BANK ST 11TH FLOOR
OTTAWA ON K1A 0H8
CANADA

Delivery address:
DESBOIS, SYLVAIN
613-980-4981

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit price. GST is included in the total estimated price. Prices include packing, packaging and are F.O.B. including all delivery charges (destination specified herein; municipal taxes are not applicable for provincial taxes, see the Supply Arrangement.

A means of identification identifies does not relieve the supplier of its responsibility to provide conforming goods and services as specified in the Supply Arrangement and this contract. The TPS applicable was and remains an ex. The TPS not computed, taxes in cash, total estimated. The GST component, the total of packaging and transportation is not FAS by remarks cost be total be forwarded our contract conditions does the protection. Use cross reference on a separate sheet if the text provided, see Arrangement or remarks of separate contract.

All invoices, shipping bills and packing documents must include the number indicated in this box.

1902459344

Contractor No. no. de fournisseur | Protection Value / Valeur protégée

Total Price / Prix total | Method Order / Mode de commande

Invoice - Original and two copies are to be sent to:
Facture - Remplir en original l'original et deux copies à :
INTERNAL AUDIT BRANCH
DEPARTMENT OF JUSTICE CANADA
ATT: NADINE GRAVELLE (613-670-6429)
99 BANK ST 11TH FLOOR
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le ministre de Justice Canada et toute autre personne désignée pour le représenter.
2. The terms and Conditions set out in SOC Supply Arrangement Serial No. EN537-120001/237/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, form part of this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement numéro d'ARC, intervenu entre le fournisseur et la Couronne, représentée par le ministre de Travaux publics et Services gouvernementaux Canada, en tant que numéro de série EN537-120001/237/ZT sont incorporées dans les présentes.

Item Article	Description	From - De (YYMMDD)	To - A (YYMMDD)	Contract Code Code contractuel	No. of Units No. de unités	Price Per Unit Prix unitaire	GST/HST Total Total TPS	Total
	Prolongation PART 6 - RESULTING CONTRACT CLAUSES 6.1 Security Requirements The following security requirements related clauses apply and form part of the Contract. SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#2							

Inspection Clause - Clause d'inspection
Acceptance - Acceptation

Terms - Conditions

Name and address of Vendor - Nom et adresse du fournisseur
PLEIAD CANADA INC.
C-361 DALY AVE
OTTAWA ON K1N 6G2
CANADA
Phone:

Vendor No. - Numéro du fournisseur: 131610

Fax No. - No. de télécopieur

This Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments herein, the services (and/or goods) specified herein and on any attached sheets at the prices, set out therefor. Proposal to a Crown, not subject to a contract until we confirmed in writing.
Le soussigné offre et consent de vendre au Ministre, aux conditions énoncées dans les présentes et dans les annexes ci-jointes, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe ci-jointe, au tarif qui y figure. Les propositions à une Couronne ne constituent des contrats que si elles sont confirmées par écrit.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

05NOV15

[redacted]

Destination:
Signature: Lorraine Yazar

Total Estimated Cost
Coût global estimatif
$ 14,940.00

Nov 5, 2015

[redacted]

Vendor Rep. is authorized to the extent specified herein. Dans ce cas le représentant du fournisseur est autorisé dans les limites indiquées.

Vendor Rep. is requested to sign as received herein. Nous vous demandons de signer ce bon tel qu'il nous est parvenu.

Return the signed copy forthwith. Prière de renvoyer immédiatement une copie dûment signée.

The Vendor hereby accepts the contract. Le fournisseur ici présent accepte le contrat.

[redacted]

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Item Article	Description	From - De Y-A-M-J	To - À Y-A-M-J	Delivery Code Code de livraison	No. of Days N° de jours	Fee Gov. Limit Taux du Gouv.	GST% % TPS	GST Total Total TPS	Total
	1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). 2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC. 4. The Contractor/Offeror must comply with the provisions of the: a) Security Requirements Check List and security guide (if applicable) b) Industrial Security Manual (Latest Edition). 6.2 Statement of Work This Contract is being issued for the requirement of Professional Services of Leadership Development Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work. 6.3 Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. 6.3.1 General Conditions 2010B (2015-03-09), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract. 6.4 Term of Contract 6.4.1 Period of the Contract The Work is to be performed during the period of Contract award to March 31, 2017. 6.5 Authorities								

Sequence No. - Séquence
Orig. DR - Déf. Summ. 13024 | Amd. 15 | Sol. No. - N° de séric 9344

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Item Article	Description	From - De	To - à	Catalogue Code Code catalogue	No. of Days Nbre de jours	Price Dis. Unit Taux/Prix Unitaire	GST % TPS	GST Total Total TPS	Total
	6.5.1 Contracting Authority The Contracting Authority for the Contract is: Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-960-4881 E-mail : sylvain.desbois@justice.gc.ca The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 6.5.2 Technical Authority The Technical Authority for the contract is: Inanc Yazar Chief Audit Executive 99 Bank Street, 11th Floor Ottawa, Ontario K1A 0H8 Telephone : 613-670-6434 E-mail : inanc.yazar@justice.gc.ca The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the Scope of the Work can only be made through a contract amendment issued by the Contracting Authority. 6.6 Proactive Disclosure of Contracts with Former Public Servants By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada. 6.7 Payment 6.7.1 Basis of Payment								

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Item Article	Description	From - De Y-A-M-J	To - A Y-A-M-J	Contract Code Code contractuel	No. of Days N° de jours	Price Prix Unit Taux/Unité	GST % % TPS	GST Total Total TPS	Total
	Payment for the work performed by Julie Francisco shall be made on the following basis: All inclusive hourly rate: $222.22 Up to a maximum of 29.75 hours for the period ending March 31, 2016 and up to a maximum of 29.75 hours for the period ending March 31, 2017 6.8.2 Authorised Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work. 6.8.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed $13,222.59. Customs duties are included and Applicable Taxes are extra. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability. 6.9 Method of Payment 6.9.1 : Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if: a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; b) all such documents have been verified by Canada;								

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Item Article	Description	Price - Ex Prix-Ex	Tax - E Taxe-E	Contract Code Code contractuel	No. of Days No. de jours	Rate/Net Unit Taux/Val. Unité	GST% %TPS	GST Total Total TPS	Total
	c) the work performed has been accepted by Canada.								
	6.9.2 Payment by Direct Deposit								
	Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form can also be obtained from the Department of Justice Internet site at http://www.justice.gc.ca/eng/contact/amrcl-inscrl.html.								
	It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter.								
	6.10 Accounts and Audit								
	1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract. 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work. 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.								

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Item Article	Description	Year - De Y.A.M.D.J	To - À Y.A.M.D.J	Charge Code Code d'imputation	No. of Days No. de jours	Rate/Rt. Unit Taux/Pr. Unité	GST % TPS %	GST Tax TPS	Total
	4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.								
	6.11 Time Verification								
	Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.								
	6.12 Invoicing Instructions								
	a. The Contractor must submit invoices in accordance with the section entitled 'Invoice Submission' of the general conditions. Claims cannot be submitted until all work identified in the claim is completed. b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision. c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors. d. The Contractor must provide the original and an electronic copy of each invoice to the following address : Nadine Gravelle - Administrative Coordinator 99 Bank Street, 11th Floor - Room 1177c Ottawa, Ontario K1A 0H8								
	Electronic copy to: nadine.gravelle@justice.gc.ca								
	On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.								
	6.13 Applicable Laws								
	The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario								
	6.14 Priority of Documents								

Continued on next page

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Item Article	Description	From - De Y-A M-D J	To - À Y-A M-D J	Destination Code destination	No. of Days Nbre de jours	Fixed Svc. Unit Taux/Unité	GST% TPS%	GST Tax Taxe TPS	Total
	If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list. (a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09) ; (c) Annex A, Statement of Work; (d) Supply Arrangement Number EG0ZT-120001/267/ST (the "Supply Arrangement"); and (e) the Contractor's bid dated October 16, 2015 6.15 Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation. 6.16 Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract								

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Item Article	Description	From - De YY-MM-DD	To - À YY-MM-DD	Contract Code Code contractuel	No. of Days No. de jours	Unit Price Prix unitaire	GST % TPS	GST Tax Taxe TPS	Total
	6.17 Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require. 6.18 Government of Canada Web Standards Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada, for a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act. The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard on Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices. In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise 6.19 Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property)								

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Item Article	Description	From Du YYMMDD	To Au YYMMDD	Contract Code Code contrat	No. of Days Nb de jours	Price Ext. Cost Total Prix	GST % TPS	GST Total Total TPS	Total
	caused as a result of or during the performance of the Contract.								
	6.20 Intellectual Property Infringement and Royalties 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work. 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1993, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing. 3. The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim. 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the								

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Item Article	Description	From - De Y-M-D-J	To - À Y-M-D-J	Contract Code Code contractuel	No. of Days Nbr de jours	Year Nbr Unit Year(s) Année	GST% TPS%	GST Total Total TPS	Total
	Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so. ANNEX "A": STATEMENT OF WORK 1.1 TITLE Coaching and Facilitation Services 1.2 OBJECTIVES The need is for an Organizational and Development Specialist and Certified Organization and Relationship Systems Coach, and a certified Lumina learning practitioner, with recent experience working in the federal public service and extensive experience in successfully delivering coaching to both groups and individuals, and in using the Lumina Leader and Lumina Spark tools to support organizational change, transition management and team building. 1.3 BACKGROUND The Internal Audit Services (IAS) of Justice Canada have experienced a high number of changes in the past year and the desire is to assist senior management with transition management, organizational change and team building to restore and to support a collaborative work culture within the Internal Audit Services Team. 1.4 SCOPE The Chief Audit Executive (CAE) is requesting coaching for her direct reports, including two new directors who will be in place shortly, group coaching and team building for the entire IAS staff including management and where requested by the CAE a psychometric assessment to help identified staff become more self-aware of their own communication and work style and how it impacts the team. 1.5 TASKS The tasks will include: o Focus groups o Individual interviews								

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s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From-De YYMMDD	To-À YYMMDD	Category Code Code catégorie	Rate Taux	Extended Taxable Total Taxable	GST % TPS	GST Total TPS	Total
	o Individual coaching o Group coaching								
	1.6 MEETINGS The resources will be required to attend meetings at the Department of Justice in the National Capital Region.								
00010	Coaching Services	2016.11.08	2017.03.31	19024	[redacted]		13%	888.44	7,476.49
00020	Coaching Services	2016.11.08	2017.03.31	19024	[redacted]		13%	888.44	7,476.49

Financial Codes / Codage financier — Amount / Montant
0130-15080-15--3750 -4210 — 13,223.12

The currency of this P.O. is - La devise de ce bon est : CAD

XX 2350-11 (07/2006)

Supplier No. - Contractor: 19024 | Ver. No. 15 | Sol. No. - N° de sol. 9344

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s.19(1)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - De:
ESSEOIS, SYLVAIN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
234 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-960-4581
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Choose (1) and (2) below will form part of this
Les choix 1 et 2 ci-dessous font partie du document de :

Request for proposal: ☐ Demande de proposition
Contract: ☒ Contrat
Amendment: ☐ Modification

Accounting Stress Code / Code de frais comptable: 12040

Requisition No. - Demande: Cod. Dist. - Dir. demde. 12040 Yr. - An. 15 Seq. No. - N° de série 9268

Destination:
RESEARCH AND STATISTICS DIVISION
DEPARTMENT OF JUSTICE CANADA
ATT: LOUISE FREITAS 613-957-9632
284 WELLINGTON, EMB-6072
OTTAWA ON K1A 0H8
CANADA

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Inspection Agency - Charge de l'inspection

Consignee at destination unless specified herein. / Destinataire à moins de spécification contraire ci-dessus.

Direct inquiries to: / Adresser toutes demandes de renseignements à :
ESSEOIS, SYLVAIN
613-960-4581

Unless otherwise indicated, goods by the Crown, all prices are to be in Canadian funds and include applicable Canadian excise duties and excise taxes. The Goods and Services Tax (GST) is shown as applicable to the total price. GST is included in the total estimated cost. Prices include packing, handling and are F.O.B. including all delivery charges; customs and excise taxes are not applicable for government taxes, see the Supply Arrangement.

À moins d'indication contraire, pour les produits de la part de la Couronne, tous les prix sont en monnaie canadienne, les droits de douane canadiens et la taxe d'accise canadienne comprise. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix indiqués. La TPS applicable aux gouvernements est en plus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB à destination tous les frais de livraison, les droits de douane et les droits d'accise ne sont pas applicables pour les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the contract number indicated in this box.
Tout document relatif à une commande doit aussi indiquer le numéro du contrat dans cette case.

1904059268

Invoice - Original and two copies are to be sent to:
Facture - Envoyer l'original et deux copies à :
RESEARCH AND STATISTICS DIVISION
DEPARTMENT OF JUSTICE CANADA
ATT: LOUISE FREITAS 613-957-9632
284 WELLINGTON, EMB-6072
OTTAWA ON K1A 0H8
CANADA

Acceptance No./No. de la soumission | Receive Value - Valeur reçue | Excess - Avec/Obt | Revised Value - Montant révisé

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
   Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZT-120001/604/ZT between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this contract.
   Les conditions figurant dans l'Arrangement en matière d'approvisionnement de SPAC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux publics et Services gouvernementaux Canada, et portant le numéro de série E60ZT-120001/604/ZT sont incorporées dans les présentes.

Item Article	Description	Prior No. N° A.M.O.D	Ver. A Ver. A.M.O.D	Commodity Code Code commodité	Hours Heures N° de heure	Firm Unit Price/Prix unitaire	GST % TPS	GST Total Total TPS	Total
	ProServices PART 6 - RESULTING CONTRACT CLAUSES 6.1 Security Requirements 6.1.1 There is no security requirement applicable to this Contract. 6.2 Statement of Work								

Solicitation closes - L'invitation à soumissionner prend fin at - À 00:00

Go - to

The Vendor offers and agrees to sell to Canada, upon the terms and conditions set out herein, including the attachments herein, the supplies and/or services listed herein and on any attached sheets at the prices set out thereto. Notwithstanding any proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et consent de vendre au Canada, aux conditions énoncées dans les présentes et dans les documents ci-joints, les biens et services indiqués ci-dessus et sur les feuilles ci-jointes, au prix qui y sont indiqués. Les réponses à une demande de soumission présentées par un fournisseur éventuel seront considérées comme des offres de vente.

State price of material/supplies/shipping of goods or where service is to be performed. Indicate a date of fabrication and of expiration date if any, or state "Not to be services Sold after Any" if any.

Name and address of Vendor - Nom et adresse du fournisseur

7888326 CANADA INC.
3415 PAUL ANKA DR
OTTAWA ON K1V 2R6
CANADA

Phone: 613-523-8685

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted]

9/09/15
Date

[redacted]
Telephone No. - N° de téléphone

F.O.B. Place - Point FAB | Destination

Pursuant to Section 32(1) of the Financial Administration Act, I certify that an order, as a result of a legal duty or by a person authorized to commit government, has been made.
Pursuant au paragraphe 32(1) de la Loi sur la gestion des finances publiques, je certifie que la commande a été faite par suite d'une obligation légale ou par une personne autorisée à engager le gouvernement.

STEVE MUNDREGAN
Signature | Date

Total Contract Price / Prix global du contrat
$ 8,475.00

For the Minister - Pour le Ministre
Nov. 6, 2015

Vendor Name Number - Numéro du fournisseur
141650

Fax No. - No. de télécopieur
613-523-8685

☐ Your offer is accepted to the extent noted herein.
Votre offre est acceptée sous réserve des conditions énoncées dans les présentes.

☐ You are requested to supply as specified herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

☐ Return the signed copy forthwith.
Prière de retourner immédiatement une copie dûment signée.

The Vendor hereby acknowledges the contract.
Le fournisseur reconnaît les conditions du contrat.

[redacted]

Title - Titre

SOR/SOR-11 (07/2000)

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Item Article	Description	From - De	To - À	Contract Date Date contractuelle	No. of Days Nº de jours	Exc. Tax Hst Taxes/Vol. Ferme	GST % TPS	QST % Total TPS	Total
	This Contract is being issued for the requirement of Professional Services of Leadership Development Consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NASTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work. 6.3 Standard Clauses and Conditions All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. 6.4 General Conditions 2010B (2015-03-09), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract. 6.5 Term of Contract The Work is to be performed during the period of Contract award to April 15, 2016. 6.5.1 Option to Extend the Contract The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional 12 months periods under the same terms and conditions. The additional option period is as follows: Option: April 16, 2016 to March 31, 2017 A. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment. B. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment. 6.6 Authorities 6.6.1 Contracting Authority The Contracting Authority for the Contract is:								

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Catalogue Code Code catalogue	No. of Days No de jours	Price (Vol. Unit) Taux/Vol. Unitaire	GST% %TPS	GST Total Total TPS	Total
	Sylvain Desbois Contracts Management Officer 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-960-4881 E-mail : sylvain.desbois@justice.gc.ca The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority. 6.6.2 Technical Authority The Technical Authority for the contract is: Alyson MacLean Deputy Director 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-957-9601 E-mail : alyson.maclean@justice.gc.ca The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority. 6.7 Proactive Disclosure of Contracts with Former Public Servants By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada. 6.8 Payment								

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Item Article	Description	From - De Y-A-M-D	To - À Y-A-M-D	Commodity Code Code consignataire	No. of Days Nº de jours	Fees/Net Unit Price Taux/Prix net unitaire	GST % %TPS	GST Tax Taxe TPS	Total
	6.8.1 Basis of Payment. Payment for the work performed by Catherine Paget-reynolds shall be made on the following basis: All inclusive hourly rate: $250.00 Up to a maximum of 30 hours for the financial period ending March 31, 2015. 6.8.2 Authorized Travel and Living Expenses Canada will not pay any travel or living expenses associated with performing the Work. 6.8.3 Limitation of Expenditure Canada's total liability to the Contractor under the Contract must not exceed $7,500.00. Customs duties are included and Applicable Taxes are extra. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority writing as to the adequacy of this sum: a. when it is 75 percent committed, or b. four (4) months before the contract expiry date, or c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability. 6.9 Method of Payment 6.9.1 : Monthly Payment Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if: a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;								

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Item Article	Description	Point de Vente (A/M D-J)	To / À (A/M D-J)	Consignee Code Code consignataire	No. of Days N° de jours	Price (Val. Unit. Tot. Val. Order)	GST % TPS	GST Total Total TPS	Total
	b) all such documents have been verified by Canada; c) the Work performed has been accepted by Canada. 6.9.2 Payment by Direct Deposit Payments by direct deposit will be subject to Article 16 # Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions # Higher Complexity, Services (2014-09-25) forming part of this Contract. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/earol-inscri.html. It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 # Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions # Higher Complexity, Services (2014-09-25) forming part of this Contract will not apply, until the Contractor corrects the matter. 6.10 Accounts and Audit 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract. 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work. 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.								

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Item Article	Description	From - De Y-A-M-D	To - À Y-A-M-D	Contract Code Code contrat	No. of Days Nº de jours	Fixed Rate / Unit Taux fixe/Unité	GST % TPS	GST Total Total TPS	Total
	4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right. 6.11 Time Verification Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request. 6.12 Invoicing Instructions a. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed. b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision. c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors. d. The Contractor must provide the original and an electronic copy of each invoice to the following adress: Louise Freitas Principal Administrator 284 Wellington Street Ottawa, Ontario K1A 0H8 Telephone : 613-957-9632 Electronic copy to: louise.freitas@justice.gc.ca On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority. 6.13 Applicable Laws The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario								

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Item Article	Description	From - De	To - A	Delivery Date Livraison	No. of Days No. de jours	Price Net, Unit Prix Net, Unité	GST% TPS%	GST Total Total TPS	Total
	6.16 Priority of Documents If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list. (a) the Articles of Agreement; (b) the general conditions 2010B (2015-03-09) ; (c) Annex A, Statement of Work; (d) Basis of payment (refer to clause 6.8) ; (d) Supply Arrangement Number 9G6ZT-130001/504/ZT (the "Supply Arrangement"); and (e) the Contractor's bid dated July 23, 2015 6.19 Translation of Documentation The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation. 6.20 Replacement of Specific Individuals 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: (a) the name, qualifications and experience of the proposed replacement; and (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable. 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve								

000018

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Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Contract Date Date contrat/ordre	Del. of Days Nº de jours	Fees Add. Unit Tarif/v.e. unité	GST % TPS %	GST Total Total TPS	Total
	the Contractor from its responsibility to meet the requirements of the Contract. 6.21 Ownership 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada. 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract. 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor. 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require. 6.22 Government of Canada Web Standards Use the following clause in all contracts for the acquisition of electronic goods or services that are related to public facing websites, public facing web applications of the Government of Canada, for a department or agency listed in Schedule I, I.1 and II of the Financial Administration Act. The Work must comply with the Government of Canada standards established by the Treasury Board, that include the Standard of Web Accessibility, the Standard on Web Usability, the Standard on Web Interoperability, and the Standard on Optimizing Websites and Applications for Mobile Devices. In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the Department or agency's Web Standards Centre of Expertise 6.24 Liability The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically								

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Item Article	Description	From - De Y-A-M-D	To - A Y-A-M-D	Contract Date Date contrat signature	No. of Days No. de jours	Fees Ext. Unit Taux/Val. unité	GST % TPS	GST Total Total TPS	Total
	incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract. 6.25 Intellectual Property Infringement and Royalties 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work. 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing. 3. The Contractor has no obligation regarding claims that were only made because: (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so,								

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Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Contract Code Code contractuel	No. of Days No. de jours	Firm Not Exceed Travel/Vol. Prix	GST % TPS	GST Total Total TPS	Total
	it will be responsible to Canada for the claim. 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following: (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or (c) take back the Work and refund any part of the Contract Price that Canada has already paid. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so. ANNEX "A": STATEMENT OF WORK STATEMENT OF WORK 1. TITLE Leadership Coaching Services 2. OBJECTIVE To obtain coaching services for professional development. 3. BACKGROUND STATEMENT As part of professional development and learning plans, the Department of Justice Canada, Research and Statistics Division, wishes to engage the services of a professional coach. 4. REQUIREMENT DESCRIPTION As part of professional development and learning plans, the services of a professional coach will be required. 4.1 Scope Primary activities include structure and custom-designed coaching programs, coaching conversations, client coaching practices, and between meeting follow up, at the client' discretion. Coaching conversations will be held in person or by phone at the clients' convenience. 4.2 Tasks / Detailed Services There will be a total of 30 hours of coaching services (roughly 20 coaching conversations of 1.5 hours each at approximately three week intervals).								

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s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M-J	To - À Y-A M-J	Coding Code Code codage/code	No. of Days No. de jours	Fee/Val. Unit Taux/val. unité	GST% TPS%	GST Total Total TPS	Total
	4.3 Deliverables and Acceptance Criteria Coaching services (approx. 28 coaching conversations of 1.5 hours each at approximately three week intervals).								
00010	Coaching from Catherine Pagot-Reyeckdz	2015.11.06	2016.04.19	19040	[redacted]		13%	375.00	3,375.00
	Financial Codes / Codage Financier: 0130-78024-15--3040 -1100 — Amount / Montant: 7,500.00								
	The currency of this P.O. is - La devise de ce bon est : CAD								

JHC 0288-11 (03/2006)

Requisition No. - Demande: Ord. Off - Succ. code/ccn. 19040; Yr. - An. 15; Seq. No. - No. de séq. 2268

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s.19(1)

s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - De:
BENOVAIS-LEFORT, M
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H5
CANADA
PHONE: 613-992-2249
FAX:

Contract No. / Numéro du contrat: 15270
Amendment No. / Modification No.: 19270 15 9696
Page 1 of 1

Buyer:
MANAGEMENT SECTOR, ADM
DEPARTMENT OF JUSTICE CANADA
ATT: CORP SERV BUSN CTR 613-946-303
275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

Direct Inquiries to / Adresser toutes demandes de renseignements à:
BENOVAIS-LEFORT, M
613-992-2249

Supply Arrangement No. / No. de l'arrangement d'approvisionnement: 1927059696

Ship to / Expédier à:
MANAGEMENT SECTOR, ADM
DEPARTMENT OF JUSTICE CANADA
ATT: CORP SERV BUSN CTR 613-946-303
275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

1. The "Buyer" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
La "Acheteur" désigne le Ministre de Justice Canada et toute autre personne habilitée à agir au ministère.
2. The terms and conditions set out in the Supply Arrangement Number ES02T-120601/001 between the Vendor and the Crown, represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document.
Les conditions figurant dans l'arrangement en matière d'approvisionnement numéro ES02T-120601/001 intervenu entre le Fournisseur et la Couronne, représentée par le Ministre des Travaux publics et Services gouvernementaux Canada, sont par les présentes intégrées au présent document.

Item Article	Description	From - De Y-M-D	To - A Y-M-D	Contract Code Code contractuel	No. of Days Nbre de jours	Fees/Exp Limit Taxes/Frais limite	GST/HST TPS/TPS	Cost Basis Taxes/TPS	Total
00010	Design and facilitation services	2015.12.18	2016.01.22	19270	[redacted]		13%	2,236.00	19,436.00
	Financial Codes Codes financiers 0130-18010-15--3750 -4010								Amount Montant 17,200.00
	The currency of this P.O. is - La devise de ce bon est : CAD								

Vendor Name and Address or Vendor Name and Service Establishment:
DENNERY RESOURCES
188 DUFFERIN ST
OTTAWA ON K1L 6X6
CANADA
Phone: 613-857-5149

Vendor No. / No. du fournisseur: 107043

The Vendor offers and agrees to sell and deliver to the Buyer, upon the terms and conditions set out herein, including the attached terms, the goods and/or services listed herein and on any attached sheets at the price(s) set out thereagainst. Delivery is subject to proposal by a potential supplier will be considered an offer to buy.
Le Fournisseur offre et consent au vendre au Acheteur, aux conditions énoncées dans les présentes et dans les documents ci-joints, les biens et/ou services, ou les deux, décrits ici et sur les feuilles ci-jointes au prix indiqué. Toute proposition à soumettre en réponse à une demande de proposition émanant d'un éventuel fournisseur sera considérée comme une offre de vente.

Date: 18/12/2015

Signature

Date

Destination

FOB Point - Point FAB: Ex on FL

Total Expenditure Cost / Coût global estimatif: $ 19,436.00

For Contractor - Réservé au fournisseur

Shipping Instructions / Instructions de livraison

Shipping Address / Adresse de livraison

Invoice Address / Adresse de facturation

Shipping Address / Adresse de livraison

Shipping Address / Adresse de livraison

Shipping Address / Adresse de livraison

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Resulting Contract Clauses
E60ZT-120001/501/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
    a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
    b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

6. Authorities

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Project Authority

The Project Authority for the Contract is:
Marie Josée Thivierge
ADM Management & CFO Sector
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-907-3704
E-mail address: marie-josée.thivierge@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted]
108 Duford street
Ottawa ON K1S 2C4 K1L 6Z4
Telephone: [redacted]
Email: [redacted]

7. Payment

7.1 Basis of Payment

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

s.19(1)
s.20(1)(c)

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of $17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant: [redacted]
Per Diem Rate: [redacted]

Consultant: [redacted]
Per Diem Rate: [redacted]

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort	
	D. Dennery	Reporter (Optional)
Step I: Prepare	1 day	0.5 day
Step II: Design	3 days	0
Step III: Facilitate	2.5 days	2.5 days
Step IV: Document	0.5 day	2 days
Total:	7	5 days
Professional Fees:	**$11,200**	**$4,000**
Myers-Briggs Type Indicator On line tool including participant set-up, coordination and follow-ups. 40 participants X $50 per participant	$2,000.00	
Sub-total	$17,200.00	
HST	$2,236.00	
TOTAL	$19,436.00	

7.2 Limitation of Expenditure

1.Canada's total liability to the Contractor under the Contract must not exceed $17, 200.00. Customs duties are included and Applicable Taxes are extra.

2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a.when it is 75 percent committed, or
b.four (4) months before the contract expiry date, or
c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. all such documents have been verified by Canada;

c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

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7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette
Senior Administrative Officer
Business Centre – Corporate Services Branch
Management & CFO Sector
275 Sparks Street, SAT – 9031
Ottawa Ontario, K1A 0H8
Telephone: 613-698-8174
E-mail: lucie.frenette@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Supply Arrangement Number E60ZT-120001/338/ZT
e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and

(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Released under the Access to Information Act /
Divulgé(s) en vertu de la Loi sur l'accès à l'information.

15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

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(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

Annexe A – Statement of Work

1. Title
Facilitation Support for the Executive Retreat

2. Objective
The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

3. Deliverable

Step I: Prepare – Meet with ADM and lead organizer; familiarize with documentation

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

Step II: Develop Detailed Design

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

Step III: Facilitate

- Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

Step IV: Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

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s.19(1)

s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

From - Du:
BEAUVAIS-LEFORT, M
NATIONAL CAPITAL REGION
REGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-2243
FAX:

Date of Solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les articles 1 et 2 ci-dessous font partie du contrat ou :

Request for proposal / Demande de proposition
Contract / Contrat
Amendment / Modification [X]

Accounting Office Code / Code de l'unité comptable: 19270
Requisition No. - Demande: Org. Off - Bur. dirom. 19270 Yr. - An. 15 Seq. No. - N° de séq. 9696
Page 1 of de 2
Independent Agency - Organisme indépendant
Complete if applicable, unless specified herein / Compléter au besoin, à moins de spécification contraire ci-dessous
Destination:
MANAGEMENT SECTOR, ADM
DEPARTMENT OF JUSTICE CANADA
ATT: CORP SERV BUSN CTR 613-946-383
275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA
Direct inquiries to / Adresser toutes demandes de renseignements à:
BEAUVAIS-LEFORT, M
613-952-2243

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra and payable to the Crown upon proof. GST is included in the total estimated cost. Prices include all taxes, packaging and $ F.O.B. (including all delivery charges) unless otherwise specified herein. Prices in foreign currencies are not acceptable. See the Supply Arrangement.

Au sens indiqué contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise applicables. La taxe sur les produits et services (TPS) n'est pas incluse dans les prix unitaires. La TPS est exigible sur présentation du décompte. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de manutention et sont FAB à moins d'indication contraire dans les présentes. Les taxes applicables ne s'appliquent pas. Se reporter au contrat d'approvisionnement.

As amended, the payee bills and performs, and must include the number indicated in this box / Le payeur facture et exécute, et doit inclure le numéro indiqué dans cette case

1927059696

Amendment No. - No. de la modification: 1
Previous Value - Valeur précédente:
Net Change - Écart net:
Revised Value - Montant révisé:

Invoice - Original and two copies are to be sent to / Factures - Remplir en original et deux copies à :
MANAGEMENT SECTOR, ADM
DEPARTMENT OF JUSTICE CANADA
ATT: CORP SERV BUSN CTR 613-946-383
275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

1 The "Minister" means the Minister of **Justice Canada** and any other person authorized by law to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de **Justice Canada** et toute autre personne habilitée par la loi à agir au nom du ministre.

2. The terms and Conditions set out in ASC Supply Arrangement Serial No. **E60ZT-120001/001** between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada are hereby incorporated into this document.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement ASC numéro **E60ZT-120001/001** intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux publics et Services gouvernementaux Canada, et portant le numéro de série **E60ZT-120001/001** sont incorporées dans les présentes.

Item Article	Description	From - De YY-MM-DD	To - À YY-MM-DD	Consignee Code Code consignataire	No. of Days N° de jours	Price/Net Unit Tarif/Net Unitaire	GST% TPS	GST Total Total TPS	Total
	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. The purpose of amendment 001 is to change a resource to the contract from S. Ukelman to Marilyn Domagalski. Please see amended Resulting Contract Clauses.								
00010	Design and facilitation services	2015.12.18	2016.01.29	19270	[redacted]		13%	2,236.00	19,436.00

Solicitation closes - Clôture de l'invitation prend fin à
At - À 00:00:00
On - Le

Name and address of Vendor - Nom et adresse du fournisseur
TENNERY RESOURCES
108 DUFORD ST
OTTAWA ON K1L 6Z6
CANADA
Phone: 613-857-5149

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments herein, the goods and services listed herein and on any attached sheets at the price(s) set out thereto. Response to a request for proposal is a firm offer to sell.
Le fournisseur offre et consent de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens et services énumérés ici et sur les feuilles ci-jointes au prix indiqué. Les réponses à une demande de proposition présentée par un fournisseur constituent des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

[redacted] 7/1/2016
Date

Signature

Delivery point of more consignments of goods or where service is to be performed instead of goods listed on this contract / Point de livraison des différents envois de marchandises ou d'exécution des biens, au lieu de ceux indiqués dans ce contrat

F.O.B. - Franco - Frais payés: **Destination**

Pursuant to Section 32(1)(a) of Financial Administration Act, funds are available. En vertu du Article 32(1)(a) de la loi sur la gestion des finances publiques des fonds sont disponibles

Signature: [redacted] Date:

Total Estimated Cost / Coût global estimatif: $ 19,436.00

For the Minister - Pour le ministre

Vendor has filed Form 1000 / Fournisseur a déposé la formule 1000: [redacted]
Fax No. - No. de Télécopieur: [redacted]
107043
DUNS Number (if applicable)

[redacted]

[redacted]

The Vendor hereby acknowledges this contract.
Le fournisseur [redacted]

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AMENDMENT 001

Resulting Contract Clauses
E60ZT-120001/501/ZT

1. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#9

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
    a. Security Requirements Check List and security guide (if applicable), attached at Annex B;
    b. *Industrial Security Manual* (Latest Edition).

2. Statement of Work

This bid solicitation is being issued for the requirement of Professional Services of two (2) Facilitator consultant for the Department of Justice under the ProServices Supply Arrangement (SA) method of supply. The work to be performed is detailed under Annex "A" Statement of Work.

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All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

4.General Conditions

2010B 2015-09-03, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to January 29, 2016.

6. Authorities

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s.19(1)

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Mélanie Beauvais-Lefort
Contracting and Materiel Officer
Department of Justice Canada
284 Wellington Street - EMB Room 1239
Ottawa, ON K1A 0H8
Telephone: 613-952-2243
E-mail address: melanie.beauvais-lefort@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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The Project Authority for the Contract is:
Marie Josée Thivierge
ADM Management & CFO Sector
Department of Justice Canada
275 Sparks Street, SAT - 9101
Ottawa, Ontario K1A 0H8
Telephone: 613-907-3704
E-mail address: marie-josée.thivierge@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

[redacted]
108 Duford street
Ottawa ON K1S 2C4
Telephone: [redacted]
Email: [redacted]

7. Payment

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Divulgé(s) en vertu de la Loi sur l'accès à l'information.

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment outlined below, to a limitation of expenditure of $17,200.00. Customs duties are included and Applicable Taxes are extra.

Consultant: [redacted]
Per Diem Rate [redacted]

Consultant: [redacted]
Per Diem Rate: [redacted]

Payment for the work performed shall be made on the following basis:

Activity	Estimated Level of Effort	
	D. Dennery	**Marilyn Domagalski**
Step I: Prepare	1 day	0.5 day
Step II: Design	3 days	0
Step III: Facilitate	2.5 days	2.5 days
Step IV: Document	0.5 day	2 days
Total:	7	5 days
Professional Fees:	**$11,200**	**$4,000**
Myers-Briggs Type Indicator On line tool including participant set-up, coordination and follow-ups. 40 participants X $50 per participant	$2,000.00	
Sub-total	$17,200.00	
HST	$2,236.00	
TOTAL	$19,436.00	

7.2 Limitation of Expenditure

1.Canada's total liability to the Contractor under the Contract must not exceed $17, 200.00. Customs duties are included and Applicable Taxes are extra.

2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a.when it is 75 percent committed, or
b.four (4) months before the contract expiry date, or
c.as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

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3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment – Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. all such documents have been verified by Canada;

c. the Work delivered has been accepted by Canada.

7.4 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2035 (2014-06-26), General Conditions - Higher Complexity - Goods forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex C. The form can also be obtained from the Department of Justice internet site at http://www.justice.gc.ca/eng/contact/enrol-inscri.html.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 20– Payment Period and Article 21 - Interest on Overdue Accounts, set out in General Conditions 102 (2013-10-15) - Medium to High Complexity - Services) forming part of this Contract will not apply, until the Contractor corrects the matter.

7.5 Discretionary Audit

The following are subject to government audit before or after payment is made:

a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
b) The accuracy of the Contractor's time recording system.
c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

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Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:
a. A copy of time sheets to support the time claimed

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to this address:

Lucie Frenette
Senior Administrative Officer
Business Centre – Corporate Services Branch
Management & CFO Sector
275 Sparks Street, SAT – 9031
Ottawa Ontario, K1A 0H8
Telephone: 613-698-8174
E-mail: lucie.frenette@justice.gc.ca

8.1 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Certifications - Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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10. Applicable Laws
The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents
If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

a. the Articles of Agreement;
b. the general conditions (2014-09-25) 2010B General Conditions - Professional Services (Medium Complexity)
c. Annex A, Statement of Work;
d. Supply Arrangement Number E60ZT-120001/338/ZT
e. The Contractor's bid

12 Basis for Canada's Ownership of Intellectual Property

The Department of Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

13. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

14. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

(a) the name, qualifications and experience of the proposed replacement; and

(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order

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that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

15. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.

2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

16. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

17. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

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(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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Annexe A – Statement of Work

1. Title
Facilitation Support for the Executive Retreat

2. Objective
The objective of this contract is to provide facilitation services for the Extended Management Retreat to be held January 18 and 19, 2016.

3. Deliverable

Step I: Prepare – Meet with ADM and lead organizer; familiarize with documentation

- Two initial meetings with leaders to agree on overall approach and clarify deliverables.
- Review documentation regarding plans and priorities in relevant areas.

Step II: Develop Detailed Design

- Develop facilitated approach, including lecturettes and group exercises
- Develop detailed agenda for the two-day retreat
- This includes the development of PPT and handouts for participants
- Submit to client for approval; integrate proposed changes
- Finalize design

Step III: Facilitate

- Setup and facilitation of the two-day retreat
- Debrief after Day 1 and review of highlights with clients

Step IV: Document

- Familiarization with background plans/reports
- Detailed note taking during the retreat
- Debrief after Day 1
- Synthesis Report post retreat

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s.19(1)

s.20(1)(c)

Government of Canada / Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

BEAUVAIS-LEFURT, M
NATIONAL CAPITAL REGION
REGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H5
CANADA

PHONE: 613-952-2243
FAX:

Date of solicitation / Date de l'invitation à soumissionner

Clauses (1) and (2) pages will form part of this / Les clauses 1 et 2 et annexes font partie du document de:

Request for proposal / Demande de proposition
Contract / Contrat
Amendment / Modification

Accounting Office Code / Code du bureau comptable: 19270

Requisition No. / Demande: Ord. Office / Bur. demand. 19270 Yr. / An. 15 Seq. No. / N° de série 9696

Page 1 of / de 2

Destination:
MANAGEMENT SECTOR, ADM
DEPARTMENT OF JUSTICE CANADA
ATT: CORP SERV BUSN CTR 613-946-383
275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and sales taxes. The Goods and Services Tax (GST) is included from unit prices. GST is extra as applicable to the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges). Destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise canadienne comprise. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable sera ajoutée au total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. Pour les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number endorsed in this box

Le numéro figurant dans cette case doit être inscrit dans toutes les factures, lettres de connaissement et bons de colisage d'accompagnement

19270596 96

Amendment No. / No. de la modification: 2

Previous Value - Valeur précédente

Additional - Ajout

Revised Value - Nouvelle valeur

Invoices - Original and two copies are to be sent to:
Factures - Envoyer l'original et deux copies à:

MANAGEMENT SECTOR, ADM
DEPARTMENT OF JUSTICE CANADA
ATT: CORP SERV BUSN CTR 613-946-383
275 SPARKS ST
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SBD Supply Arrangement Solicitation EB027-120001/001 between the Vendor and the Crown, as represented by the Minister of Public Works and Government Services Canada, are hereby incorporated into this document, sont incorporées dans les présentes.
Les conditions figurant dans l'Arrangement en matière d'approvisionnement (AMA), intervenu entre le fournisseur et la Couronne, représentée par le Ministre des Travaux publics et Services gouvernementaux Canada, et portant le numéro de cas EB027-120001/001 sont incorporées dans les présentes.

Item Article	Description	From - De YY-MM-DD	To - A YY-MM-DD	Consignee Code Code consignataire	No. of Days N° de jours	Freight Unit Tax/No. taxe	GST% NTPS	GST Total Total TPS	Total
	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés.								
00010	Design and facilitation services	2015.12.18	2016.03.31	19270	[redacted]		13%	2,236.80	19,436.00

Solicitation closes / Invitation à soumissionner prend fin le: Ex - A (YY-MM-DD)

Ex - To

Name and address of Vendor / Nom et adresse du fournisseur:

DEMERY RESOURCES
108 DUFORD ST
OTTAWA ON K1L 6Z5
CANADA

Phone: 613-857-5149

Vendor No. / Numéro du fournisseur: 107043

Rec No. / No. de réception

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments herein, the services and/or goods listed herein and on any attached sheets at the prices set out herein. Acceptance by a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et accepte de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et sur les feuilles ci-jointes, aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

Name and title of person authorized to sign on behalf of Vendor (type or print):

[redacted]

Feb 4

Date

Check appropriate boxes. Vous devez cocher les cases appropriées.

Sign and return the attached copy of this document to indicated person. Vous devez retourner un exemplaire de ce document à la personne indiquée.

Return the signed copy of this document. Prière de retourner l'exemplaire ci-joint signé.

[redacted]

Destination

F.O.B. Point - Point FAB

Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles.

PB 10/12/2015 CA

Date

Total Global Amount / Coût global estimatif: $ 19,436.00

For the Minister / Pour le ministre

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Government of Canada | Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-M-D-J	To - À Y-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fixed Net Unit Taxe/Net. Unité	GST% NTPS	GST Total Total TPS	Total
	Financial Codes Codage financier 0130-18010-15---3750 -4010								Amount Montant 17,206.00
	The currency of this P.O. is - La devise de ce bon est : CAD								

JSB 5220-14 (07/2008)

Requisition No. - Demande
Dist. Off. - Bur. distrib. 19270 | Yr. - An. 15 | Ser. No. - N° de série 3696

Page 2 of de 2

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Resulting Contract Clauses
E60ZT-120001/501/ZT

AMENDMENT 002

The purpose of this amendment is to extend the end date of the contract until March 31st, 2016.

In order to do so:

DELETE: Section 5.1 Period of the Contract in its entirety

REPLACE WITH:

5.1 Period of the Contract

The Work is to be performed during the period of December 18, 2015 to March 31st, 2016.

All other terms and conditions remain the same